



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: B-223435; B-223436; B-223437
File: ST&E Technical Services, Inc.
Date: July 15, 1986

DIGEST

Complaint that contract was improperly terminated for default is dismissed since, as a matter of contract administration, it is not for consideration by the General Accounting Office under its Bid Protest Regulations, but is to be resolved under the disputes clause of the contract in question. The same principle applies to the termination of a grant for default.

DECISION

ST&E Technical Services, Inc. (ST&E), protests the action of the Department of Energy (DOE) terminating for default a Small Business Innovative Research (SBIR) program contract awarded to ST&E under solicitation No. DOE/SBIR 85-1. ST&E also complains of the Department of Agriculture's (USDA) termination for default of two SBIR program grants which were awarded to ST&E under solicitation No. USDA/SBIR 85-1. These projects were for chemical analysis technology research. The protests are dismissed.

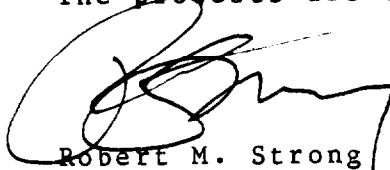
The two agencies terminated the awards to ST&E after concluding that, in the proposals it submitted to DOE and USDA, ST&E had falsely represented that no similar proposals or award was funded, pending, or about to be submitted to other agencies. According to DOE and USDA, the proposals for which awards were made to ST&E are essentially identical. ST&E contends that the proposals are different.

We have held that the propriety of an agency's decision to terminate a contract for default is a matter of contract administration which is to be resolved under the disputes clause of the contract in question. Air Inc., B-217541, Jan. 25, 1985, 85-1 C.P.D. ¶ 104; aff'd. on reconsideration, B-218179.2, Apr. 10, 1985, 85-1 C.P.D. ¶ 409. Under our Bid Protest Regulations, matters of contract administration are not for consideration by this Office. 4 C.F.R. § 21.3(f)(1) (1986). The same principle applies to the USDA's termination for default of its grant to ST&E. We have not considered and do not consider complaints concerning either

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the award of grants or their administration. See Civic
Action Institute, B-206272.3, Aug. 29, 1984, 84-2 C.P.D.
¶ 235.

The protests are dismissed.

A handwritten signature in black ink, appearing to read 'R. Strong', is written over the printed name.

Robert M. Strong
Deputy Associate General Counsel